

-----  
FIREMAN'S FUND INSURANCE COMPANY a/s/o  
PHOENIX INTERNATIONAL FREIGHT SERVICES,  
INC.,

Plaintiff,

Docket No.

v.

COMPLAINT

M/V APL EGYPT, her boilers, engines, machinery, etc.,  
APL LIMITED, and MITSUI O.S.K. LINES, LTD.,

Defendant (s).

-----  
X

Plaintiff Fireman's Fund McGee Marine Underwriters a/s/o Phoenix International Freight Services, Inc., by its attorneys, Graham, Miller, Neandross, Mullin & Roonan, LLC., complaining of the defendants, states:

PARTIES

1. At all times hereinafter mentioned, plaintiff is a corporation duly existing as an insurance company under the laws of the State of California, with its principal place of business located at 777 San Marin Drive, Novato, California.

2. At all times hereinafter mentioned, plaintiff is subrogated to all right, title and interest of any claim has against the defendant, as a result of its payment of \$3,416.54 to Phoenix International Freight services, Inc. under a policy of insurance issued by the plaintiff to the its insured.

3. Upon information and belief, at all time hereinafter mentioned, APL Limited is a corporation with its principal place of business located at 1111 Broadway, Oakland California 94607 and defendant is the owner and operator of M/V APL EGYPT.

4. Upon information and belief, at all time hereinafter mentioned, defendant  
Mitsui O.S.K. Lines, Ltd. is a corporation duly existing under the laws of the State of  
New York, with its principal place of business located at 1 Pershing Plaza, Jersey City,  
New Jersey 07399

JURISDICTION

3. This Court has admiralty jurisdiction over this lawsuit under 28 U.S.C. 1333.

FIRST CAUSE OF ACTION

4. On May 28, 2006, cargo in container # MOTU0112509 was delivered into  
APL's possession for shipment aboard the APL EGYPT, Voy. 037 West from  
Bremerhaven, Germany to New York, New York.

5. On May 28, 2006 Mitsui O.S.K. Lines, Ltd issued its Waybill #  
MOLU805139650-A for this shipment.

6. The cargo arrived in a damaged condition and as common carriers for hire,  
defendants are liable, jointly and severally, for the damage to cargo.

7. As a result of defendants' mishandling of cargo, there was property damage in  
the sum of \$3,416.54, which plaintiff paid to its insured.

WHEREFORE, plaintiff respectfully requests a judgment in favor of the plaintiff  
against the defendant in the sum of \$3,416.54, with interest from May 28, 2006, plus  
costs, expenses, attorneys' fees and such other relief which the Court deems just and  
proper.

DATED: May 29, 2007  
New York, New York

GRAHAM, MILLER, NEANDROSS  
MULLIN & ROONAN, LLC.

Attorneys for the Plaintiff

2350 Broadway

New York, New York 10024

(212) 877-4486

(212) 877 - 4487 (Fax)

Email : wjm@grahammiller.com

By

  
William Mullin (WM-5318)

X

FIREMAN'S FUND INSURANCE COMPANY a/s/o  
PHOENIX INTERNATIONAL FREIGHT SERVICES, INC.,

Plaintiff,

Docket No.

-against-

RULE 7.1  
STATEMENT

M/V APL EGYPT, her boilers, engines, machinery, etc.,  
APL LINES LIMITED and MITSUI O.S.K. LINES, LTD.,

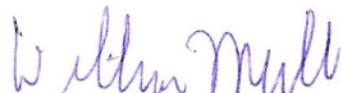
Defendant(s).

X

Pursuant to Rule 7.1 of the Federal Rules of Civil Procedure and to enable judges  
and magistrates to evaluate possible disqualification or recusal, the undersigned attorney  
for the plaintiff certifies that the following are corporate parents, subsidiaries, or affiliates  
of the plaintiff:

Allianz Insurance Company

DATED: May 29, 2007



William Mullin (WM-5318)

Graham, Miller, Neandross,

Mullin & Roonan, LLC.

Attorneys for the Plaintiff

2350 Broadway

New York, New York 10024

(212) 747-0450